

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MAN FERROSTAAL, INC. : 07 Civ. 7303 (HB)  
 : ECF CASE  
 :  
Plaintiff, :  
 :  
-against- : **DEFENDANTS MEADWAY**  
 : **SHIPPING & TRADING INC.**  
 : **AND GRAND TEAM**  
M/V DELZOUKRE, her engines, boilers, : **NAVIGATION LTD.'S**  
 : **ANSWER, AFFIRMATIVE**  
tackle, etc., MEADWAY SHIPPING & : **DEFENSES AND CROSSCLAIM**  
TRADING INC., GRAND TEAM :  
NAVIGATION LTD., SK SHIPPING CO., LTD. :  
 :  
Defendants.  
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Defendants, MEADWAY SHIPPING & TRADING INC. and GRAND TEAM  
NAVIGATION LTD., answering the Complaint filed by the Plaintiff, MAN FERROSTAAL,  
INC., allege upon information and belief as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint.
3. Admits that Grand Team Navigation Ltd was the owner of the vessel, but denies the remainder of the allegations in paragraph 3 of the Complaint.
4. Denies the allegations in paragraph 4 of the Complaint.
5. Denies the allegations in paragraph 5 of the Complaint.
6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint.
7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint.

8. Denies the allegations in paragraph 8 of the Complaint.

**AFFIRMATIVE DEFENSES**  
**FIRST AFFIRMATIVE DEFENSE**

9. Plaintiff's Complaint fails to state a cause of action against these Defendants for which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

10. Plaintiff is not a real party-in-interest.

**THIRD AFFIRMATIVE DEFENSE**

11. The shipment that is the subject of the Complaint was transported on the said vessel and was discharged and delivered subject to various bills of lading issued, and tariff by which the shippers, owners, consignees and holders of said bills of lading, agreed to be, and are, bound.

**FOURTH AFFIRMATIVE DEFENSE**

12. The answering Defendants claim the benefit of and of the defenses. The United States Carriage of Goods by Sea Act applies to this shipment and the answering Defendants claim the benefit of any and all defenses available under that Statute.

**FIFTH AFFIRMATIVE DEFENSE**

13. This Court lacks personal jurisdiction over these Defendants.

**SIXTH AFFIRMATIVE DEFENSE**

14. This action should be dismissed on the grounds of improper venue.

**SEVENTH AFFIRMATIVE DEFENSE**

15. In the event that any liability is adjudged against these answering Defendants, then the liability of these Defendants is restricted and limited to U.S. \$500 per package, or in the

case of goods not shipped in package, per customary freight unit, in accordance with the provision of COGSA (46 U.S.C. §§ 1300-1315).

**EIGHTH AFFIRMATIVE DEFENSE**

16. If this dispute is to be resolved by arbitration, then the Complaint should be dismissed.

**NINTH AFFIRMATIVE DEFENSE**

17. This action should be dismissed or transferred on the basis of *forum non conveniens*.

**TENTH AFFIRMATIVE DEFENSE**

18. Any loss, shortage, or damage to the aforementioned shipment, which is denied, was caused by the act or omission of the Plaintiff, its agent(s), or representative(s), and accordingly this answering Defendants may not be held liable therefore.

**ELEVENTH AFFIRMATIVE DEFENSE**

19. Plaintiff has failed to mitigate its damages.

**TWELFTH AFFIRMATIVE DEFENSE**

20. Service made on these answering Defendants was improper and insufficient.

**AS AND FOR A CROSS-CLAIM AGAINST DEFENDANT SK SHIPPING CO. LTD., MEADWAY SHIPPING & TRADING INC. AND GRAND TEAM NAVIGATION LTD. ALLEGE UPON INFORMATION AND BELIEF AS FOLLOWS:**

21. Defendants MEADWAY SHIPPING & TRADING INC. and GRAND TEAM NAVIGATION LTD. allege that if any liability should be assessed against one or both of them in favor of the Plaintiff, which is denied, then such liability is the result of the negligence and/or breach of contract and/or breach of warranty of Defendant SK SHIPPING CO. LTD., in whole or in part, and not due to any negligence and/or breach of contract and/or breach of warranty on the

part Defendants MEADWAY SHIPPING & TRADING INC. and GRAND TEAM NAVIGATION LTD.

22. As a result, Defendants MEADWAY SHIPPING & TRADING INC. and GRAND TEAM NAVIGATION LTD. are entitled to indemnity and/or contribution from Defendant SK SHIPPING CO. LTD. for:

- a. All amounts which they are required to pay Plaintiff; and
- b. All amounts, including reasonable attorneys' fees, which they incur defending Plaintiff's claim.

WHEREFORE, Defendants MEADWAY SHIPPING & TRADING INC. and GRAND TEAM NAVIGATION LTD. respectfully request judgment as follows:

- A. Dismissing the Complaint against them and awarding it the costs and disbursements of this action; or, in the alternative,
- B. Over and against Defendant SK SHIPPING CO. LTD. for:
  1. All amounts which they may be required to pay the Plaintiff; and
  2. All amounts, including reasonable attorneys' fees which they incur in defending its claim; and

C. For such other, further and different relief as this Court may deem just and proper.

Dated: New York, NY  
September 26, 2007

Attorneys for Defendants  
MEADWAY SHIPPING & TRADING  
INC. AND GRAND TEAM NAVIGATION  
LTD.

By:



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**AFFIRMATION OF SERVICE**

I hereby certify that on September 27, 2007, a copy of the foregoing DEFENDANTS MEADWAY SHIPPING & TRADING INC. AND GRAND TEAM NAVIGATION LTD.'S ANSWER, AFFIRMATIVE DEFENSES AND CROSSCLAIM was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF system.

  
Claurisse Campanale-Orozco